Licensee: Board of County Commissioners,
Adams County, State of Colorado
Investigation #: 2017-261
Line No.: 9548 (115kv) & 5055 (23kv)
Plat No.: 2211
License #: **108088**

File with Doc. #: 1790;1789;1786;1785
Agent: Lynette Muncy
Engineer: William Braasch
Section 19-T2S-R67W, Adams County
LPM# _____

LICENSE AGREEMENT

This LICENSE AGREEMENT is made this 1st day of October, 2018, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO, hereinafter called the "Licensee."

RECITALS

A. PSCo is the **fee owner** of certain real property described herein and made a part hereof ("the Property"), and desires to protect and preserve the utility facilities located in a portion of real property described as follows:

ALL IN TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,

- Parcels of land located in the S1/2 SW1/4 of Section 19
- A parcel of land located in the NW1/4 and the NW1/4 SE1/4 of Section 19
- A parcel of land located in the NE1/4 of Section 19

B. Licensee desires to make certain installations and improvements for an open space park and trails, urban water detention area and involves grading which encroach in, on, under or along PSCo's fee property as more particularly shown on Exhibit A, attached hereto and made a part hereof, ("Licensed Facility"), and desires to obtain PSCo's permission therefor.

Licensee is aware and understands should damage occur to any park improvements within PSCo's right of way due to maintenance of electric transmission facilities, PSCo will not be responsible for any damages or repairs.

Any park amenities of steel material, including but not limited to, metal enclosures, handrails, metal signs, bike racks, within PSCo's right of way needs to be grounded for safety purposes.

C. PSCo is willing to consent to the Licensed Facility subject to the terms and conditions stated in this License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and remove the Licensed Facility in, on, under, or along the Property. The Licensed Facility shall be located and constructed as shown on Exhibit A and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit A without the prior written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility, and calling out all deviations from Exhibit A no later than thirty (30) days after completion of construction. The rights granted by PSCo under this License Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit A in connection with the Licensed Facility and for no other purpose.

2. This License Agreement does not convey an interest in real property. The parties do not by this License Agreement intend to create a lease, easement or other real property interest. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between PSCo and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

3. PSCo intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution, and the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. Licensee shall not interfere with PSCo's activities or facilities on the Property, and the Licensee shall construct, maintain and operate the Licensed Facility and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property

5. If PSCo determines, in its sole and absolute discretion, that the Licensed Facility may interfere with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate this License, in whole or in part, by giving 90 days' notice to Licensee. Following such notice, at its sole expense, Licensee will remove the Licensed Facility from the Property or any part thereof identified by PSCo within such 90 day period. In the event that the Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of the Licensee's facilities to eliminate such interference or hazard, and may suspend the Licensee's right to use the Property under this License Agreement until such removal,

relocation, or modification is completed. PSCo may, but is not obligated to, permit the relocation of the Licensed Facility to a different location on the Property in its sole and absolute discretion.

6. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. PSCo reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property provided that same shall not interfere unreasonably with the Licensed Facility. The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.

7. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

8. Licensee agrees that it shall not begin construction on the Property until the Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, the Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4662 at least five working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction.

9. Licensee shall obey all PSCo written rules and regulations made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to Licensee during its presence on the Property. Any damage to facilities on the Property as a result of Licensee's construction shall, at PSCo's option, be paid for or repaired at the expense of Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

10. Licensee agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Licensee has

been fully advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License Agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.

11. Licensee has been fully advised by PSCo that the natural gas facilities of PSCo, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds. PSCo shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of PSCo's cathodic protection system.

12. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

13. **Licensee Responsible for Damages Caused by Licensed Activities.**

(a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court costs, at all levels, whether or not litigation is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

(b) As used in this License Agreement, the term "Injury" means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo for which PSCo would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) Licensee shall be solely responsible for any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees; or (3) the presence of the Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) The Licensee's duty shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees, and federal, state, or local government;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials.

(iii) Claims arising from Licensee causing the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, in, on, over, or around the Licensed Facility, or the off-site transportation and/or disposal of any Hazardous Materials by Licensee. This provisions does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by PSCo;

(iv) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its sublicensees, invitees, agents, or employees; and

(v) Claims occasioned by or related to an actual or alleged Injury caused by Licensee or by Licensee's activities.

(e) The term "Hazardous Materials" includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any federal, state or local laws or regulations (including common law) concerning protection or preservation of human health, the environment, or natural resources, and regardless of form, concentration or origin.

(f) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this Section 13 will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of PSCo. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

14. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of the act or failure to act of the Licensee, PSCo, the direct or indirect delegee, appointee, or employee of either. Licensee is a public entity subject to the Colorado Governmental Immunity Act ("CGIA") and shall maintain an insurance policy complaint with the CGIA at all times during the term of this License. Nothing in this License shall be construed as waiving Licensee's protections pursuant to the CGIA. Additionally:

(a) All insurance policies shall name PSCo as an additional insured:

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

15. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Licensed Facility. In addition, after any activity by Licensee on the Property, the Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 8 regarding Plans and Specifications.

16. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

17. A copy of this License Agreement shall be on the Property at all times during construction of the Licensed Facility.

18. Upon the abandonment of the use of the Property by Licensee, the License herein granted shall terminate. Upon expiration or termination of this License Agreement for any reason, Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of the Licensed Facility and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the Licensed Facility and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the Licensed Facility and restore the Property, PSCo may remove the same and restore the

Property at the expense of the Licensee. The provisions of this Section shall survive expiration or termination of this License.

19. Licensee is a tax exempt entity.

20. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Licensed Facility at its sole cost and expense and in compliance with all Laws.

21. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may be withheld in PSCo's sole and absolute discretion. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

22. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

23. **No Environmental Warranties.** PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.

24. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

25. Licensee shall bear the sole obligation of obtaining such other authority or rights as the Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

26. **No Introduction of Hazardous Materials.** Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

27. **Managing Hazardous Materials.** Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.

28. **Notification of Hazardous Materials.** Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

29. **Licensee to Operate in Accordance with Environmental Laws.** Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable environmental laws, including obtaining all required permits for its activities at the Property and signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

30. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this License.

31. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and

remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

32. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo: Public Service Company of Colorado
1800 Larimer Street, Suite 400
Denver, CO 80202

Attention: Michael E. Diehl, Manager
Siting & Land Rights

PSCo Doc No.: **108088**

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee: Board of County Commissioners
County of Adams, State of Colorado
9755 Henderson Road
Brighton, CO 80601

A copy to: Parks and Open Space Department
Attn: Marc Pedrucci, Natural Resource Mgr.
9755 Henderson Road
Brighton, CO 80601
303-637-8014
mpedrucci@adcogov.org

PSCo or Licensee may change its address by giving notice to the other as provided for above.

33. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee,

by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

34. (a) This License Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.

(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or

records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

35. Licensee shall reimburse PSCo for all reasonable costs incurred by PSCo in connection with this License Agreement and/or the Licensed Facility, including without limitation, (a) in-house or third party costs incurred in connection with the review of Exhibit A and the Plans and Specifications (including revisions or modifications thereof); and (b) attorney fees and costs incurred in the administration and enforcement of this License Agreement, irrespective of whether Licensee is in default.

36. Licensee's covenants,. agreements, and indemnity obligations shall survive the expiration or termination of this License Agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado Corporation

By: _____
Michael E. Diehl, Manager
Siting & Land Rights
Public Service Company of Colorado

Agreed to and accepted by Licensee this 1st day of October 2018.

NAME OF LICENSEE:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS,
STATE OF COLORADO

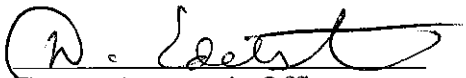
_____
Mary Hodge, Chair

ATTEST:
STAN MARTIN, CLERK
AND RECORDER

_____
Deputy Clerk

APPROVED FORM 2015
US.55658137.01

APPROVED AS TO FORM:



County Attorney's Office

9755 Henderson Road
Brighton, CO 80601
303-637-8014

"Exhibit A"

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

ADAMS COUNTY, COLORADO

88TH AVENUE OPEN SPACE IMPROVEMENTS

DECEMBER 2017

DRAFT FINAL DESIGN - NOT FOR CONSTRUCTION

URBAN DRAINAGE CONTRACT NUMBER: 105546

OWNER

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
2480 WEST 26TH AVENUE, SUITE 156B
DENVER, CO 80211
TELEPHONE: (303)455-6277
CONTACT: DAVID BENNETTS

OWNER

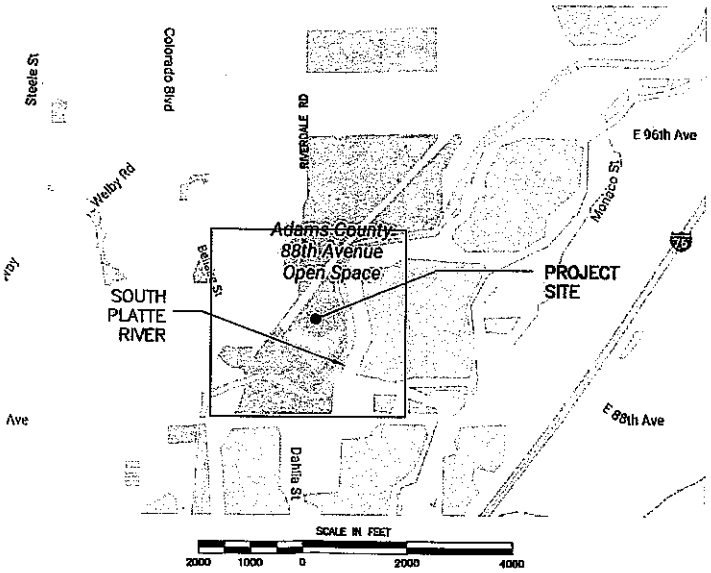
ADAMS COUNTY PARKS AND OPEN SPACE
9755 HENDERSON ROAD
BRIGHTON, CO 80601
TELEPHONE: (303)637-8014
CONTACT: MARC PEDRUCCI

ENGINEER

CDM SMITH
555 17TH STREET, SUITE 500
DENVER, CO 80202
TELEPHONE: (303)383-2300
CONTACT: BRIAN MURPHY P.E.

LANDSCAPE ARCHITECT

DHM DESIGN
900 SOUTH BROADWAY, SUITE 300
DENVER, CO 80209
TELEPHONE: (303)829-5566
CONTACT: MARK WILCOX



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C2.03	EROSION AND SEDIMENT CONTROL PLANS
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C3.03	SITE LAYOUT PLAN
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L4.03	LANDSCAPE NOTES AND DETAILS
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L5.02	SITE DETAILS
L5.03	SITE DETAILS
L5.04	SITE DETAILS
L5.05	SITE DETAILS
L5.06	SITE DETAILS
L5.07	SITE DETAILS
L7.01	CABANA WEIRLAND RESTORATION PLAN
L7.02	WETLAND RESTORATION PLAN
L7.03	WETLAND RESTORATION PLAN
L7.04	WETLAND RESTORATION PLAN
L7.05	WETLAND RESTORATION PLAN
L7.06	WETLAND RESTORATION PLAN
S1.01	STRUCTURAL GENERAL NOTES AND DRAWING LIST
S1.02	PLANING DECK GENERAL LAYOUT
S1.03	ABUTMENT PLAN, ELEVATION AND DETAILS
S1.04	MEDIAL PIER LAYOUT AND FRAMING PLANS
S1.05	TRUSSES, LAYOUT AND DETAILS

— APPROVALS —

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

KEN A. MACKENZIE _____ Date _____

DAVID BENNETTS _____ Date _____

ADAMS COUNTY _____

MARC PEDRUCCI _____ Date _____

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
CALL 2 (TWO) BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

DHM DESIGN

CDM Smith
DENVER, CO

Water *Environment* *Transportation* *Energy* *Facilities*

33335-113757

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SITE PLAN LEGEND

LIMITS OF CONSTRUCTION
100 YEAR FLOODPLAIN
PROPERTY LINE
EDGE OF ASPHALT
FENCE
STORM SEWER
WATER
GAS
ELECTRICAL LINES
ELECTRICAL TRANSMISSION TOWER
POWER POLE
UTILITY BOLLARD
EXISTING MAJOR TOPO LINES
EXISTING MINOR TOPO LINES
PROPOSED MAJOR TOPO LINES
PROPOSED MINOR TOPO LINES
DETAIL CALLOUT
SOIL BORING LOCATION (BORING #)
SOIL SAMPLE LOCATION (S-#)

ABBREVIATIONS

APPROX – APPROXIMATELY
MWRD – METRO WASTEWATER RECLAMATION DISTRICT
TYP – TYPICAL

MATERIALS LEGEND

EXISTING VEGETATION
RIFFLE STRUCTURE (UNDER SEPARATE CONTRACT)
EXISTING WETLANDS
SOIL RIPRAP (UNDER SEPARATE CONTRACT)
EXISTING CRUSHER FINES TRAIL
EXISTING CONCRETE TRAIL
PROPOSED CRUSHER FINE TRAIL
PROPOSED CONCRETE TRAIL
COIR MAT
COCONUT BLANKET
REMOVE EXISTING CONCRETE
BOULDER EDGE
PARKING LOT
RETAINING WALL
PICNIC TABLE
SHADE STRUCTURE
TOILET ENCLOSURE

GENERAL NOTES

1. SCALES SHOWN ARE FOR FULL SIZE SHEETS (22" x 34") AND REQUIRES ADJUSTMENT FOR HALF (11" x 17") SIZE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE OWNER. THE OWNER RESERVE THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THEIR STANDARDS AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED DRAWINGS AND PERMITS AT THE JOB SITE AT ALL TIMES.
5. TOPOGRAPHICAL MAPPING ON THESE DRAWINGS WAS GENERATED FROM 2013 FEMA/USGS LIDAR DATA AND SUPPLEMENTAL FIELD SURVEY BY CDM SMITH AND FLATIRONS SURVEYING. THE FOLLOWING STEPS WERE TAKEN TO GENERATE EXISTING GROUND CONTOURS:
   A. LIDAR SURFACE POINTS WERE ACQUIRED FOR EXTENTS OF THE PROJECT.
   B. THE PROJECT COORDINATES ARE COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.
   C. SUPPLEMENTAL FIELD SURVEY WAS COMPLETED BY CDM SMITH IN 2016 AND FLATIRONS SURVEYING IN 2017. WITHIN THE FIELD SURVEY LIMITS, CDM SMITH REPLACED THE LIDAR DATA WITH THE FIELD SURVEY DATA AND THEN MERGED THE FIELD SURVEY DATA WITH THE REMAINING LIDAR DATA TO CREATE A SINGLE SURFACE MODEL.
6. EXISTING GRADES LINES, AND ANY EXISTING VERTICAL DATA ARE PROVIDED AS THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING GRADES AND NOTIFY THE ENGINEER OF ANY SUBSTANTIAL VARIATIONS PRIOR TO INSTALLATION OF A STRUCTURE AND CONFORMANCE WITH THE GRADES/ELEVATIONS.
7. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. THE LOCATION OF ANY PROPERTY LINES SHOWN ON THE DRAWINGS IS APPROXIMATE.
9. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWING, UNLESS OTHERWISE NOTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE THE RELOCATION EFFORT. LINES NOT RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO TOLL FREE AT 1-800-922-1987, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATING OR GRADING.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING STABLE EXCAVATIONS AND TEMPORARY SLOPES AND FOR SATISFYING ALL APPLICABLE OSHA, FEDERAL, STATE, AND LOCAL REGULATIONS. TEMPORARY EXCAVATIONS SHALL PROVIDE, AT MINIMUM, THE TRENCH DIMENSIONS AND CLEARANCES SHOWN OR SPECIFIED. TEMPORARY CONSTRUCTION SLOPES SHALL BE SLOPED, SHORED, SHEETED, AND/OR BRACED IN ACCORDANCE WITH STABILITY REQUIREMENTS AND APPLICABLE REGULATIONS, AND SHALL BE NO STEEPER THAN THE SLOPES SHOWN OR SPECIFIED WITHOUT THE APPROVAL OF THE ENGINEER. ANY SUCH APPROVALS BY THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM SOLE RESPONSIBILITY FOR PROVIDING STABLE EXCAVATIONS AND TEMPORARY SLOPES.
11. EXISTING FACILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED IN PLACE OR REMOVED AND REPLACED IN KIND, AS APPROVED BY ENGINEER.
12. THE WORK WILL TAKE PLACE IN AND AROUND A STREAM, SUBJECT TO PERIODIC FLOODING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SURFACE AND SUBSURFACE WATER DURING THE COURSE OF THE WORK. ANY DAMAGE TO THE WORK RESULTING FROM SURFACE FLOWS, BASE FLOWS OR FLOOD FLOWS SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND SATISFYING THE REQUIREMENTS OF ANY APPLICABLE PERMITS PERTAINING TO WATER AND EROSION CONTROL.
13. ALL STRUCTURES SHALL BE CONSTRUCTED IN DEWATERED CONDITIONS. GROUNDWATER SHALL BE MAINTAINED A MINIMUM OF 2 FEET BELOW THE LOWEST POINT OF EXCAVATION FOR ANY GIVEN STRUCTURE.
14. TOPSOIL SHALL BE STRIPPED PRIOR TO GRADING, STOCKPILED DURING GRADING, AND REDISTRIBUTED OVER GRADED AREAS PRIOR TO SEEDING.
15. CONTRACTOR SHALL FIELD VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) AT CONNECTIONS TO ALL EXISTING INFRASTRUCTURE. THIS INFORMATION SHALL BE COLLECTED AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION AND/OR PRIOR TO INSTALLATION OF ANY NEW FACILITIES SHOWN ON THESE CONTRACT DRAWINGS. THE ENGINEER WILL DETERMINE IF ANY MINOR MODIFICATIONS TO THE NEW FACILITIES SHOWN ON THE CONTRACT DRAWINGS ARE NECESSARY SUCH AS HORIZONTAL AND VERTICAL ADJUSTMENTS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL PERMITS, LICENSE, FEES, AND BONDS THAT ARE NECESSARY AS REQUIRED BY URBAN DRAINAGE AND FLOOD CONTROL DISTRICT OR OTHER AGENCIES REQUIRED TO CONSTRUCT THE PROJECT.
17. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS SHOWN ON THE PLANS.
18. MUCK EXCAVATION SHALL BE USED ONLY AS APPROVED BY THE ENGINEER.
19. CONTRACTOR SHALL SUBMIT AN ACCESS CONTROL PLAN AND PEDESTRIAN TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY ADAMS COUNTY AND THE CITY OF THORNTON PRIOR TO THE START OF CONSTRUCTION.
20. OUTSIDE THE AREAS REQUIRING EARTHWORK, THE CONTRACTOR SHALL NOT DEFACE, INJURE, OR DESTROY TREES OR SHRUBS, NOR REMOVE OR CUT THEM WITHOUT PRIOR APPROVAL. NO ROPES, CABLES, OR GUYS SHALL BE FASTENED TO OR ATTACHED TO ANY EXISTING NEARBY TREES FOR ANCHORAGE UNLESS SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.
21. BEFORE BEGINNING OPERATIONS NEAR TREES, PROTECT TREES THAT MAY POSSIBLY BE DEFACED, BRUISED, INJURED, OR OTHERWISE DAMAGED BY THE CONSTRUCTION EQUIPMENT, DUMPING OR OTHER OPERATIONS, BY PLACING BOARDS, PLANKS, OR POLES AROUND THEM. REPAIRING DAMAGE TO TREES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
22. IF ANY DIRECT OR INDIRECT DAMAGE IS DONE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT, THE CONTRACTOR SHALL RESTORE THE DAMAGED PROPERTY TO A CONDITION EQUAL TO OR BETTER THAN EXISTING BEFORE THE DAMAGE AT NO ADDITIONAL COST TO THE COMPANY. REPAIR, REBUILD, OR RESTORE PROPERTY AS DIRECTED OR MAKE GOOD SUCH DAMAGE IN AN ACCEPTABLE MANNER.
23. CONTRACTOR SHALL HANDLE AND DISPOSE OF SOLID WASTES IN SUCH A MANNER THAT WILL PREVENT CONTAMINATION OF THE ENVIRONMENT. PLACE SOLID WASTES IN CONTAINERS THAT ARE EMPTIED ON A REGULAR SCHEDULE. TRANSPORT ALL SOLID WASTE OFF SITE AND DISPOSE OF WASTE IN COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. STORE CHEMICAL WASTE AWAY FROM THE WORK AREAS IN CORROSION RESISTANT CONTAINERS AND DISPOSE OF WASTE IN ACCORDANCE WITH FEDERAL STATE, AND LOCAL REQUIREMENTS.
24. REMOVE ALL SIGNS OF TEMPORARY CONSTRUCTION FACILITIES SUCH AS HAUL ROADS, WORK AREAS, STRUCTURES, FOUNDATIONS OF TEMPORARY STRUCTURES, STOCKPILES OF EXCESS OF WASTE MATERIALS, OR ANY OTHER VESTIGES OF CONSTRUCTION AS DIRECTED BY THE ENGINEER. IT IS ANTICIPATED THAT EXCAVATION, FILLING AND PLOWING OF ROADWAYS WILL BE REQUIRED TO RESTORE THE AREA TO NEAR NATURAL CONDITIONS WHICH WILL PERMIT THE GROWTH OF VEGETATION THEREON. THE DISTURBED AREAS SHALL BE PREPARED AND SEEDED AS DESCRIBED IN THE EROSION AND SEDIMENT CONTROL PLAN, OR AS APPROVED BY THE ENGINEER.
25. ALL DEBRIS AND EXCESS MATERIAL WILL BE DISPOSED OF OUTSIDE WATERBODIES, WETLAND OR FLOODPLAIN AREAS.
26. ON COMPLETION OF CONSTRUCTION AND AFTER REMOVAL OF ALL DEBRIS, RUBBISH, AND TEMPORARY CONSTRUCTION, CONTRACTOR SHALL LEAVE THE CONSTRUCTION AREA IN A CLEAN CONDITION SATISFACTORY TO THE ENGINEER. CLEANING SHALL INCLUDE DISPOSAL OF ALL ITEMS AND MATERIALS NOT REQUIRED TO BE SALVAGED, AS WELL AS DEBRIS AND RUBBISH RESULTING FROM THE CONSTRUCTION ACTIVITIES.
27. "CONTRACT DOCUMENTS FOR CONSTRUCTION OF 88TH AVENUE OPEN SPACE IMPROVEMENTS" ARE THE GOVERNING SPECIFICATIONS FOR THIS PROJECT.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES THAT APPLY TO EROSION AND SEDIMENT CONTROL. ADHERENCE TO THESE LAWS, REGULATIONS, AND ORDINANCES MAY INVOLVE THE PREPARATION OF EROSION AND SEDIMENT CONTROL PLANS, SUBMITTAL OF PERMIT APPLICATIONS AND SUBSEQUENT APPROVALS.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH SEDIMENT CONTROL PLANS PRIOR TO, DURING, AND AFTER ANY GROUND DISTURBANCE RELATED TO CONSTRUCTION IN ORDER TO PROTECT EXISTING WETLANDS AND SURFACE WATER QUALITY.
3. DISTURBED AREAS SHALL BE PREPARED AND SEEDED AS DESCRIBED IN THE DRAWINGS, OR AS APPROVED BY THE ENGINEER.
4. THE CONTRACTOR SHALL PREVENT PROJECT-RELATED SEDIMENTS FROM ENTERING SOUTH PLATTE RIVER, ASSOCIATED TRIBUTARIES, OR PONDS. IF PROJECT-RELATED SEDIMENTS ENTER ANY WATERBODY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND ASSOCIATED TIME.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: J. AMES
DRAWN BY: M. WAINWRIGHT
SHEET CHK'D BY: J. AMES
CROSS CHK'D BY: B. MURPHY
APPROVED BY: B. MURPHY
DATE: DECEMBER 2017

CDM Smith
555 17th Street, Suite 500
Denver, CO 80202
Tel: (303) 383-2300

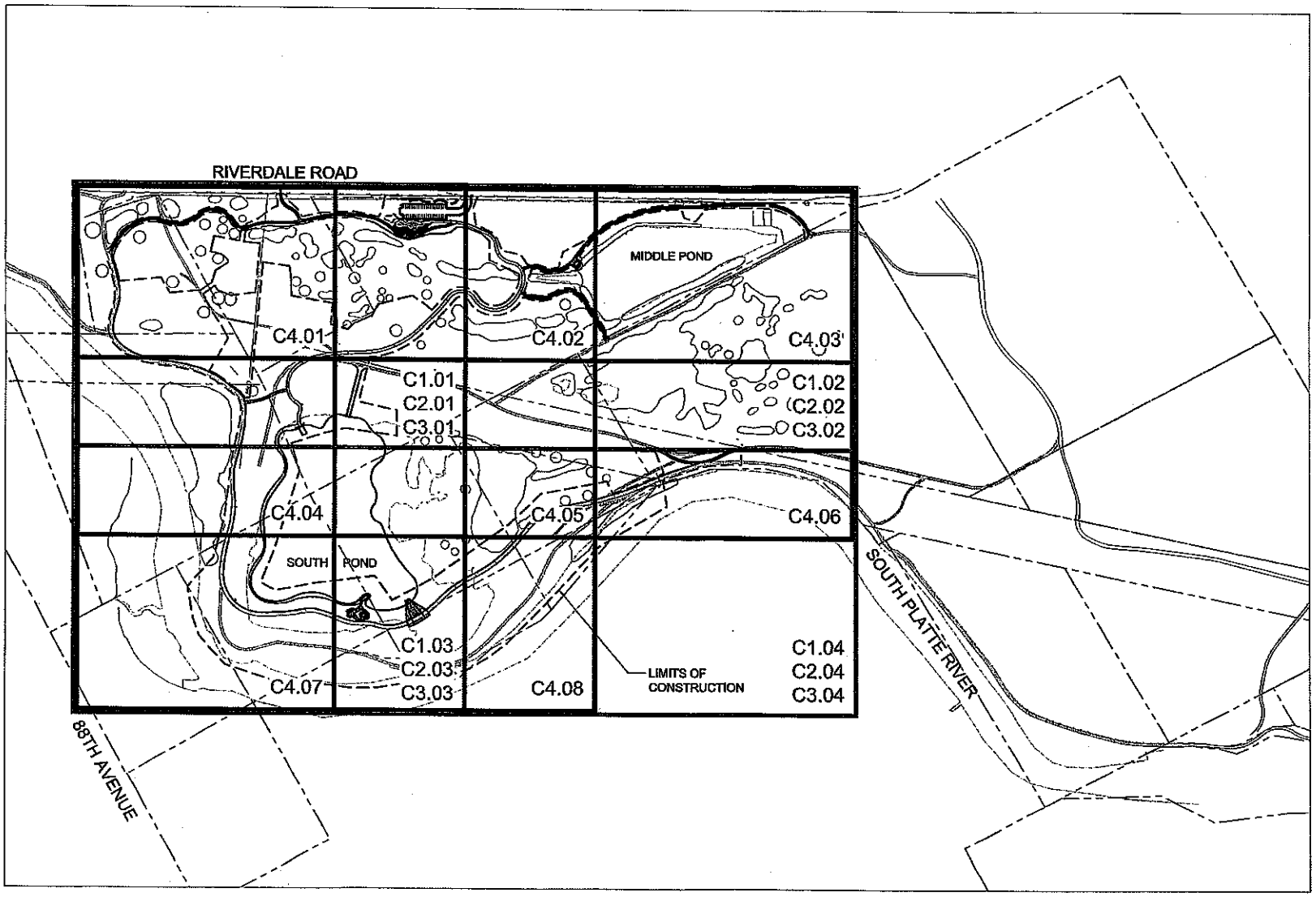
DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

GENERAL NOTES
LEGEND

PROJECT NO. 33335-113757
FILE NAME: CGEN1001.dwg
SHEET NO.
G1.02

DRAFT FINAL DESIGN - NOT FOR CONSTRUCTION



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: A. JANTZ
DRAWN BY: M. WINNEBRIGHT
SHEET CHK'D BY: A. JANTZ
CROSS CHK'D BY: S. MURPHY
APPROVED BY: S. MURPHY
DATE: DECEMBER 2017

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Tel: (303) 383-7200

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

SITE OVERVIEW

PROJECT NO. 33335-113757
FILE NAME: G103.dwg
SHEET NO.
G1.03

DRAFT FINAL DESIGN - NOT FOR CONSTRUCTION

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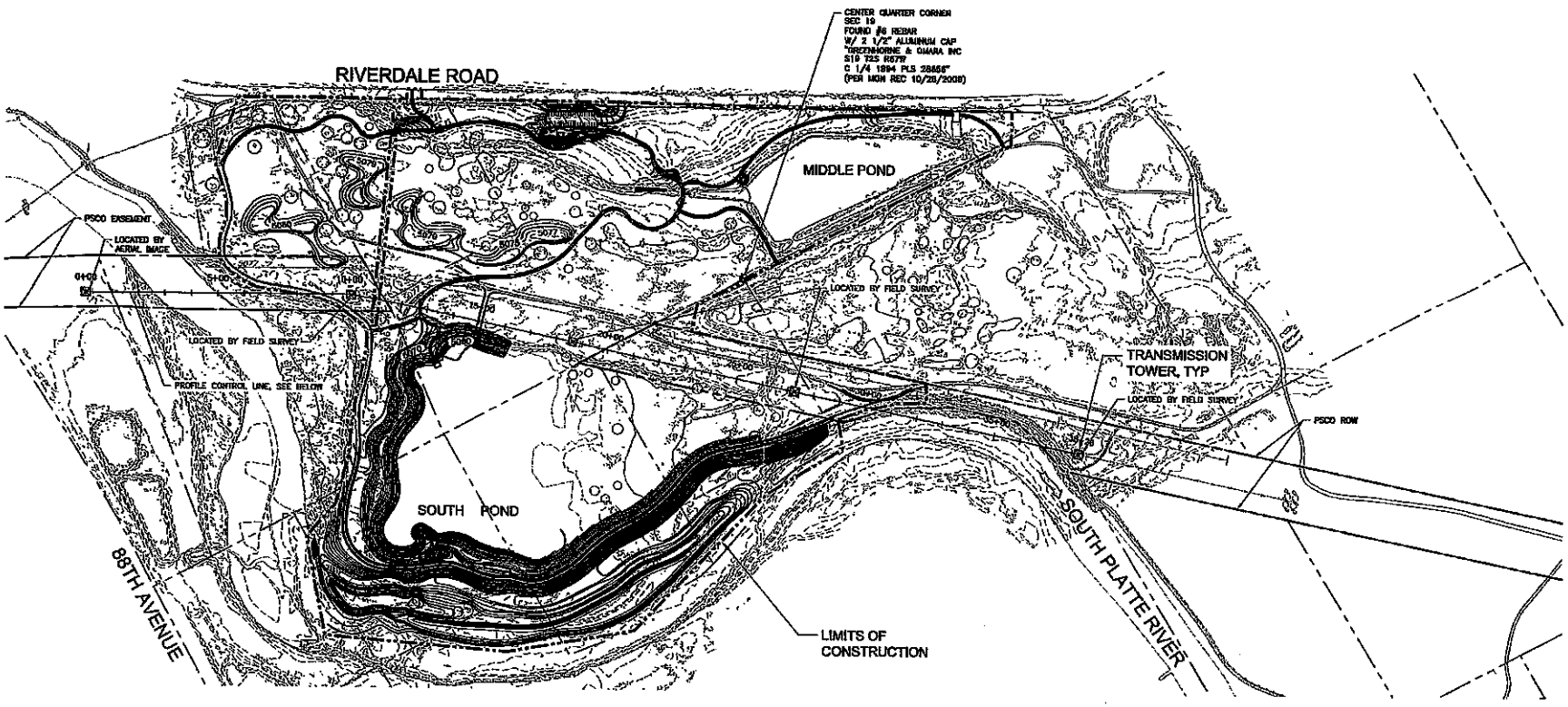
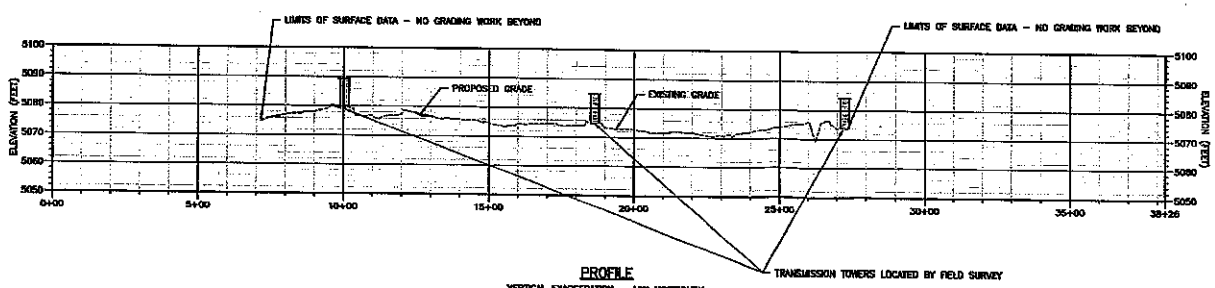
6-19-18

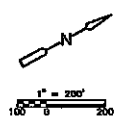
EXHIBIT A





PROFILE

VERTICAL EXAGGERATION = 10X HORIZONTAL



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY:
DRAWN BY:
SHEET CHK'D BY:
CROSS CHK'D BY:
APPROVED BY:
DATE: APRIL 2018

CDM Smith
303 17th Street, Suite 500
Denver, CO 80202
Tel (303) 543-2300

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

XCEL ENERGY TRANSMISSION SYSTEMS
PLAN AND PROFILE

PROJECT NO. 33335-113767
FILE NAME: RVC.DWG
SHEET NO. 1

DRAFT FINAL DESIGN - NOT FOR CONSTRUCTION

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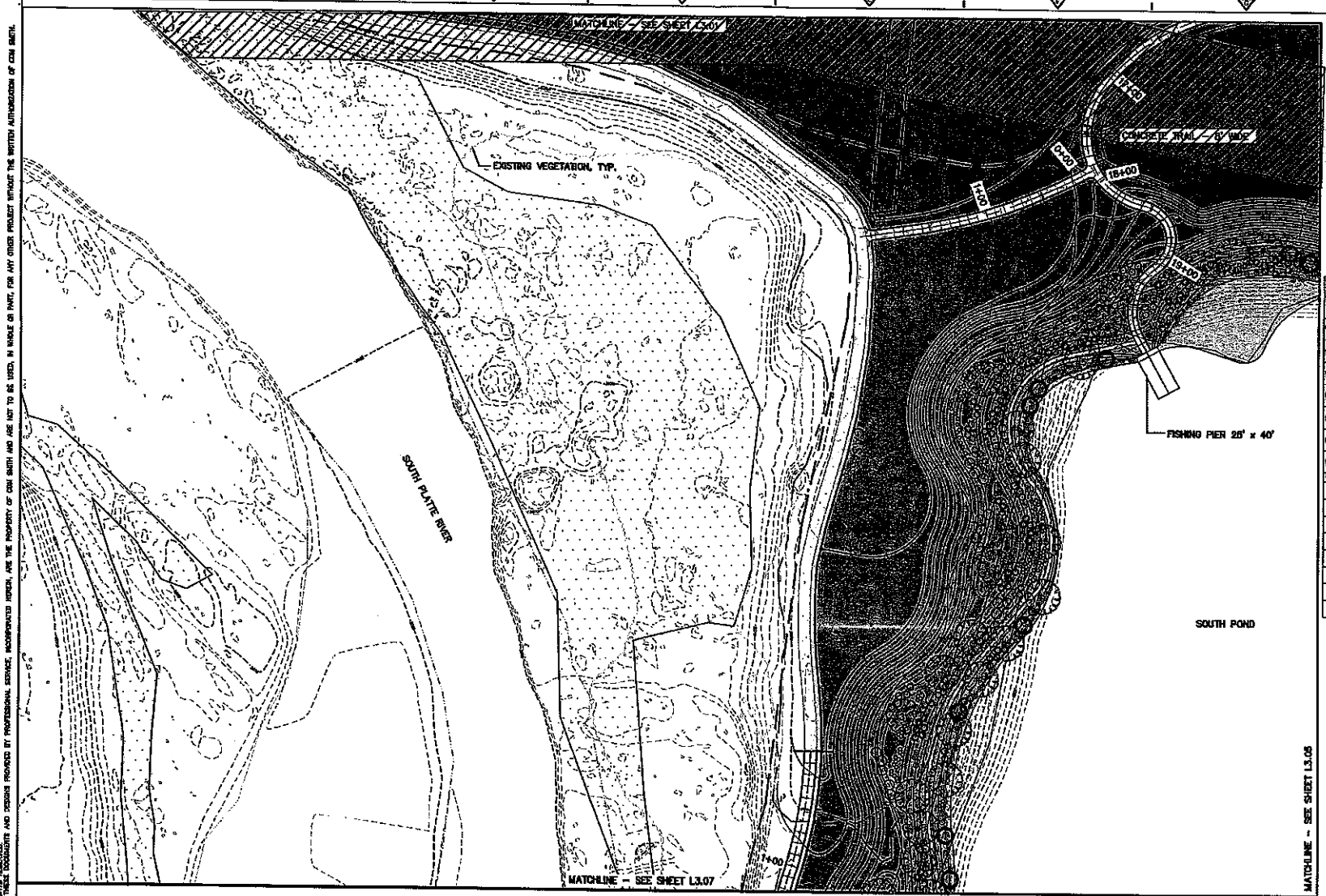

ECOLOGICAL LEGEND

- LOWER RIVER BANK SEED
- ZONE 1 SEED
- ZONE 2 SEED
- ZONE 3 SEED
- ZONE 4 SEED
- EXISTING WETLANDS
- EXISTING FENCE
- EXISTING VEGETATION
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED
- ECOLOGICAL BOULDER

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL
	PP	Pinus ponderosa / Ponderosa Pine	B&B	2"
	PA	Populus angustifolia / Narrowleaf Cottonwood	B	
	PS	Populus deltoides monilifera / Plains Cottonwood	B	
	PS4	Populus deltoides monilifera / Plains Cottonwood (4-5 Stems) (Planted 12' Deep)	B	
	PS6	Populus deltoides monilifera / Plains Cottonwood 10' Tree Ht.	B&B	3"
	PS3	Populus deltoides monilifera / Plains Cottonwood	B&B	3"
	PS5	Populus deltoides monilifera / Plains Cottonwood	Plant	
	SA	Salix amygdaloides / Peach Leaf Willow	B	
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	
	CR	Chrysothamnus nauseosus / Rubber Rabbitbrush	B	
	PA2	Prunus americana / Wild Plum	B	
	PC	Prunus virginiana / Chokecherry	B	
	RA	Rosa woodsii / Fragrant Rosa	B	
	RO	Rosa arkana / Arkan Rosa	B	
	SC	Salix exigua / Sandbar Willow	Stake	
	SM	Salix melix / Red Osier Dogwood	B	
	SO	Symphoricarpos occidentalis / Western Snowberry	B	

SCALE 1"=40'-0"

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	5/29/18			COST REDUCTION

DESIGNED BY: E.GIBSON
DRAWN BY: E. GIBSON
SHEET CHK'D BY: M. WILCOX
CROSS CHK'D BY: M. WILCOX
APPROVED BY: M. WILCOX
DATE: 03-31-2018

CDM Smith
888 17th Street, Suite 500
Denver, CO 80202
Tel: (303) 383-2200

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
86TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

LANDSCAPE AND ECOLOGY PLAN

5/31/18

PROJECT NO. 33335-11.3707
FILE NAME:
SHEET NO. L3.04

ISSUED FOR CONSTRUCTION

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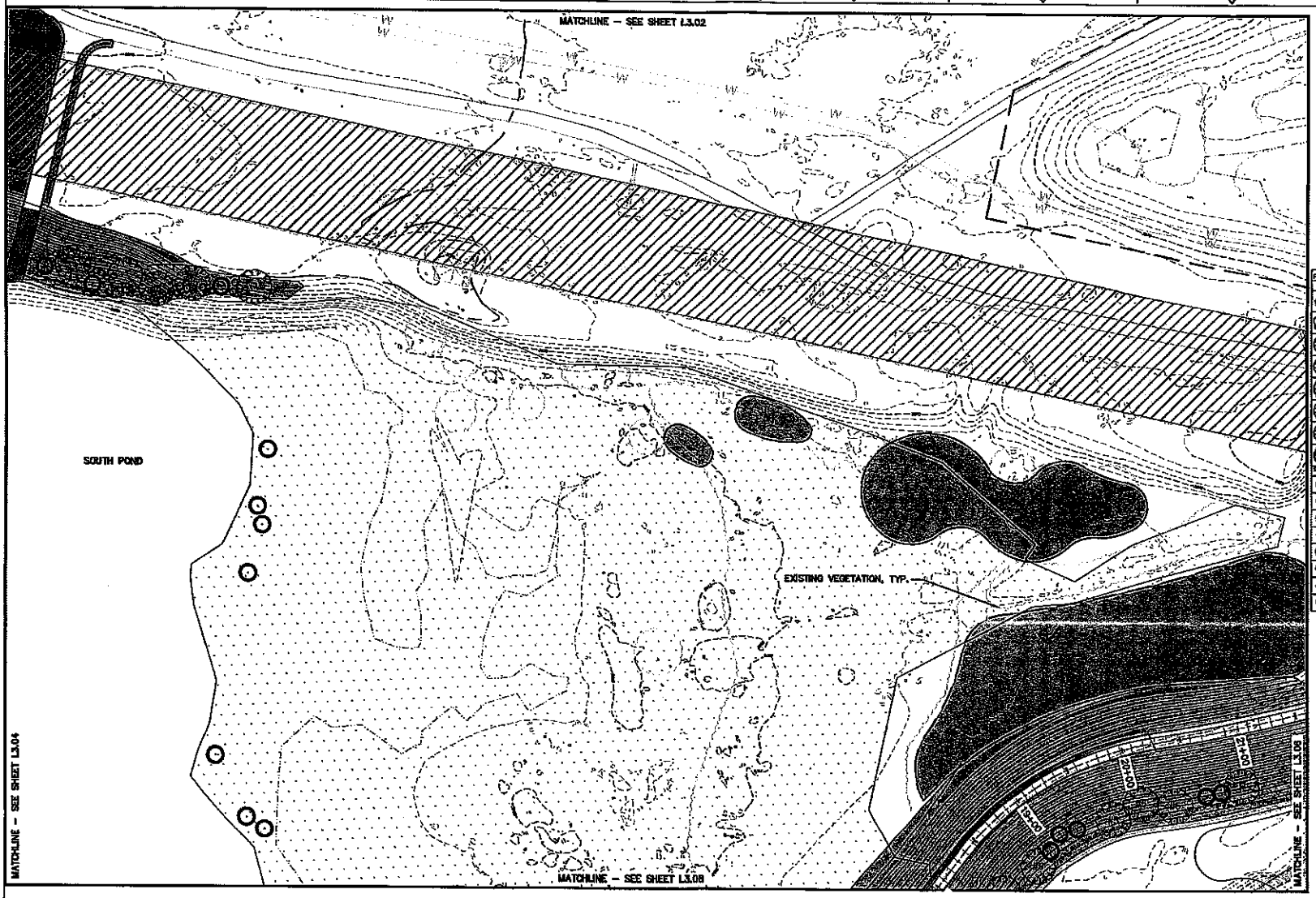

ECOLOGICAL LEGEND

- LOWER RIVER BANK SEED
- ZONE 1 SEED
- ZONE 2 SEED
- ZONE 3 SEED
- ZONE 4 SEED
- EXISTING WETLANDS
- EXISTING FENCE
- EXISTING VEGETATION
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED
- ECOLOGICAL BOULDER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY.
	PP	Pinus ponderosa / Ponderosa Pine	B&B	2"
	PA	Populus angustifolia / Narrowleaf Cottonwood	25	
	PS	Populus deltoides sensitiva / Plains Cottonwood	25	
	PS2	Populus deltoides sensitiva / Plains Cottonwood (CO2 Grown) (Varied <2' Ht.)	25	
	PS4	Populus deltoides sensitiva / Plains Cottonwood CO Seed Pkt.	B&B	2"
	PS3	Populus deltoides sensitiva / Plains Cottonwood	B&B	2"
	PS5	Populus deltoides sensitiva / Plains Cottonwood	Pots	
	SA	Salix exigua/interior / Peach Leaf Willow	25	
SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	SIZE	
	CR	Chrysothamnus nauseosus / Rubber Rabbitbrush	25	
	PA2	Prunus americana / Wild Plum	25	
	PC	Prunus virginiana / Chokecherry	25	
	RA	Rhus aromatica / Fragrant Sumac	25	
	RG	Rhus trilobata / Golden Current	25	
	SC	Salix eriocephala / Bankbar Willow	Stakes	
	SM	Salix melanopsis / Dwarf Gray Dogwood	25	
	SO	Symphoricarpos occidentalis / Western Snowberry	25	

0 20 40 80

SCALE 1"=40'-0"

REV. NO.	DATE	DRAWN	CHKD	REMARKS
1	10/1/15			COST REDUCTION

DESIGNED BY: P. GIBERSON
DRAWN BY: P. GIBERSON
SHEET CHK'D BY: M. WILCOX
CROSS CHK'D BY: M. WILCOX
APPROVED BY: M. WILCOX
DATE: 03-31-2016

CDM Smith
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Tel: (303) 543-2000

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

LANDSCAPE AND ECOLOGY PLAN

6.3.16

PROJECT NO. 33335-113757
FILE NAME:
SHEET NO. L3.05

ISSUED FOR CONSTRUCTION

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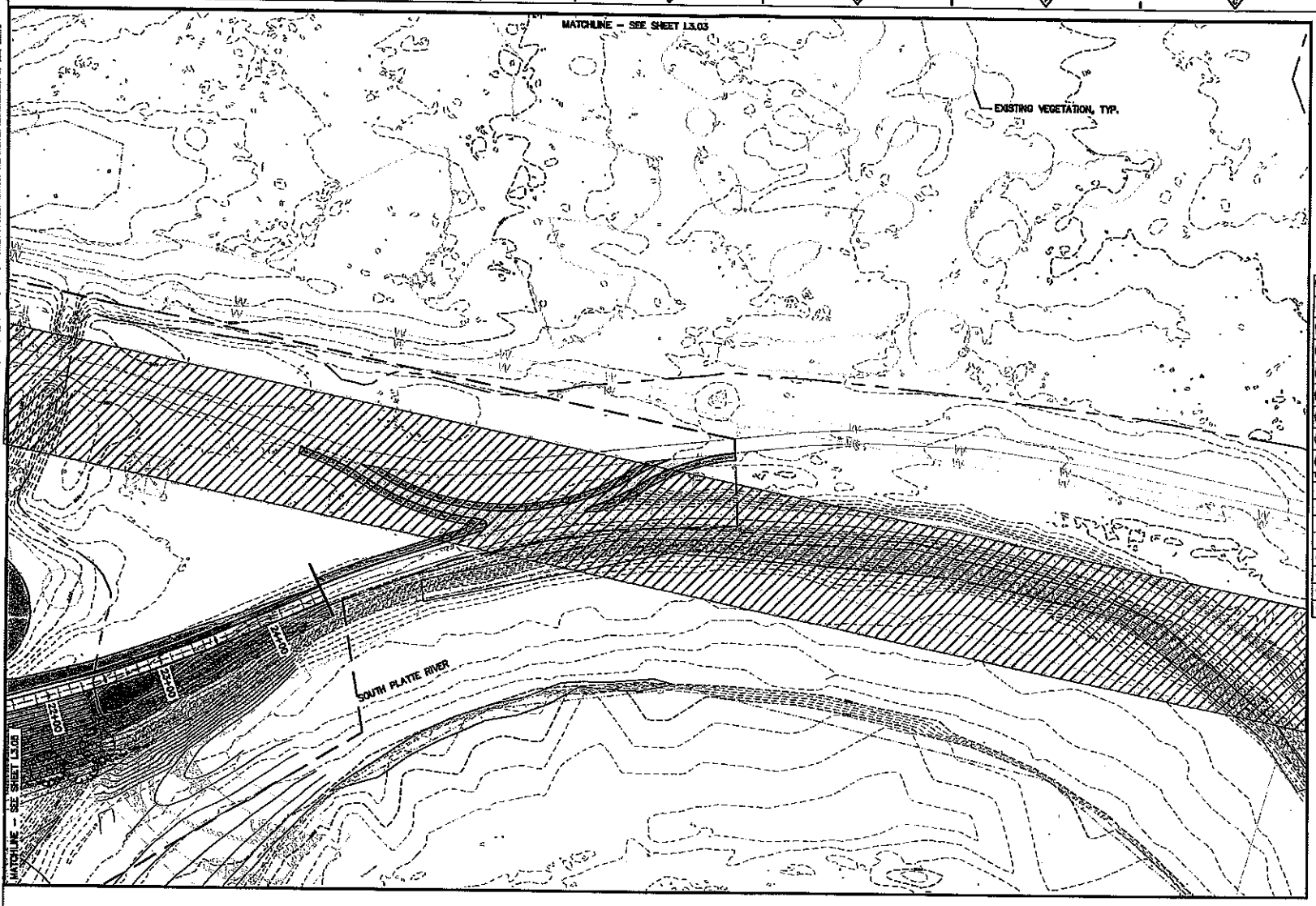

ECOLOGICAL LEGEND

- LOWER RIVER BANK SEED
- ZONE 1 SEED
- ZONE 2 SEED
- ZONE 3 SEED
- ZONE 4 SEED
- EXISTING WETLANDS
- EXISTING FENCE
- EXISTING VEGETATION
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED
- ECOLOGICAL BOULDER

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL
	PP	Pinus ponderosa / Ponderosa Pine	B&B	2"
	PA	Populus angustifolia / Narrowleaf Cottonwood	#5	
	PS	Populus deltoides sudica / Plains Cottonwood	#5	
	PS3	Populus deltoides sudica / Plains Cottonwood (Pistol "4" Seed)	#5	
	PS4	Populus deltoides sudica / Plains Cottonwood (Or Sun 14)	B&B	2"
	PS2	Populus deltoides sudica / Plains Cottonwood	B&B	2"
	PS5	Populus deltoides sudica / Plains Cottonwood	Poles	
	SA	Salix amygdaloides / Peach Leaf Willow	#5	
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	
	CR	Chrysothamnus nauseosus / Rubber Rabbitbrush	#5	
	PM2	Prunus americana / Wild Plum	#5	
	PC	Prunus virginiana / Chokecherry	#5	
	RA	Rosa arkansana / Fragrant Rosebud	#5	
	RO	Rhus aromata / Golden Currant	#5	
	WC	Salix exigua / Sandbar Willow	Stakes	
	LH	Salix eriocephala / Red Osier Dogwood	#5	
	SO	Symphoricarpos occidentalis / Western Snowberry	#5	

0 20 40 80

SCALE 1"=40'-0"

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	1/31/18			COST REDUCTION

DESIGNED BY: F. CARDSON
DRAWN BY: F. CARDSON
SHEET CHK'D BY: K. WILCOX
CROSS CHK'D BY: K. WILCOX
APPROVED BY: K. WILCOX
DATE: 03-31-2018

CDM Smith
888 17th Street, Suite 900
Denver, CO 80202
Tel: (303) 383-2300

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

LANDSCAPE AND ECOLOGY PLAN

PROJECT NO. 33335-113787
FILE NAME:

SHEET NO.
L3.06

6.31.18

ISSUED FOR CONSTRUCTION

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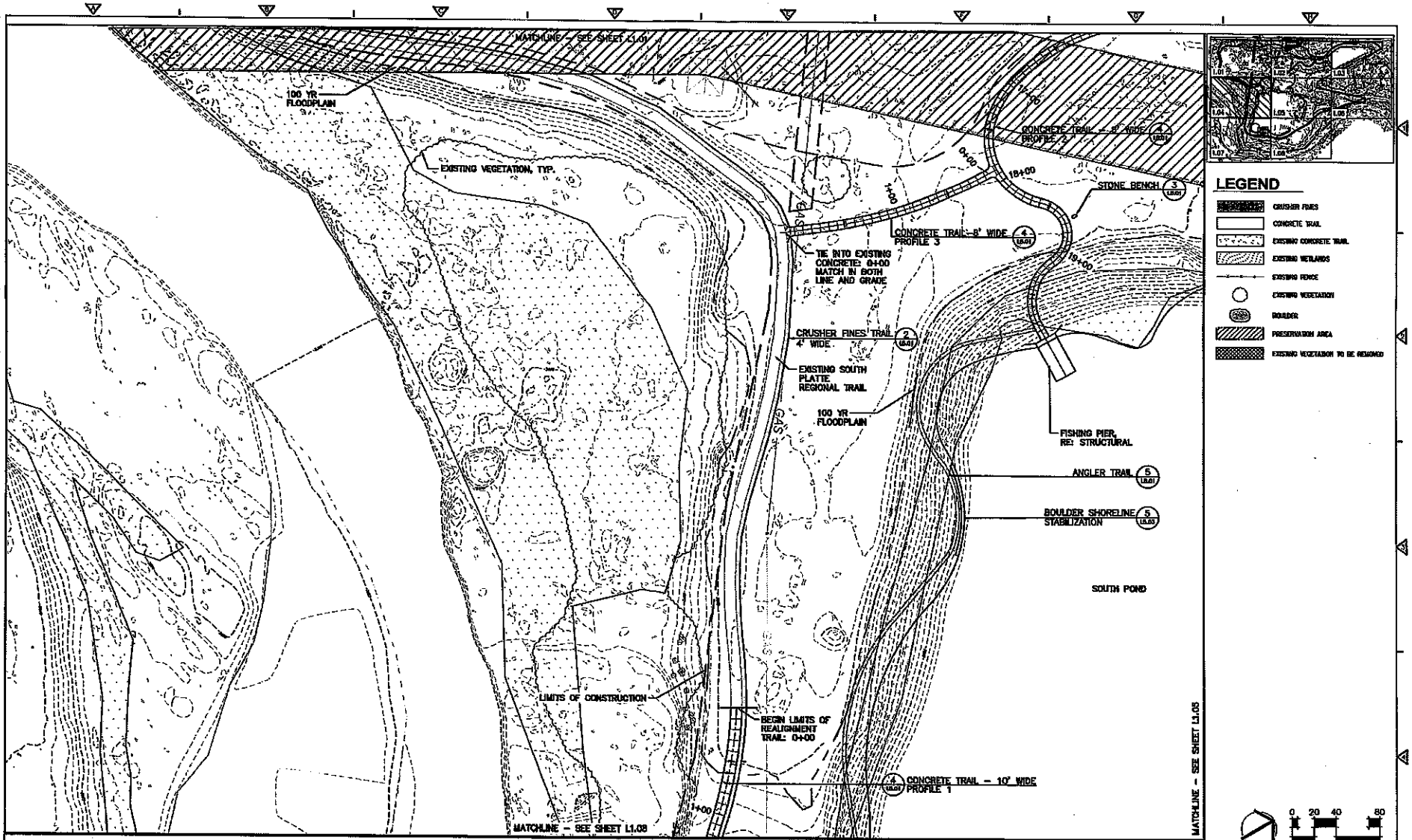

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	1/30/18			COST REDUCTION

DESIGNED BY: F. CHERSON
DRAWN BY: F. CHERSON
SHEET CHK'D BY: M. MCCOY
CROSS CHK'D BY: M. MCCOY
APPROVED BY: M. MCCOY
DATE: 05-31-2018

CDM Smith
1555 17th Street, Suite 500
Denver, CO 80202
TEL (303) 390-2300

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

MATERIALS AND LAYOUT PLAN

5.31.18

PROJECT NO. 33333-113757
FILE NAME:
SHEET NO. L1.04

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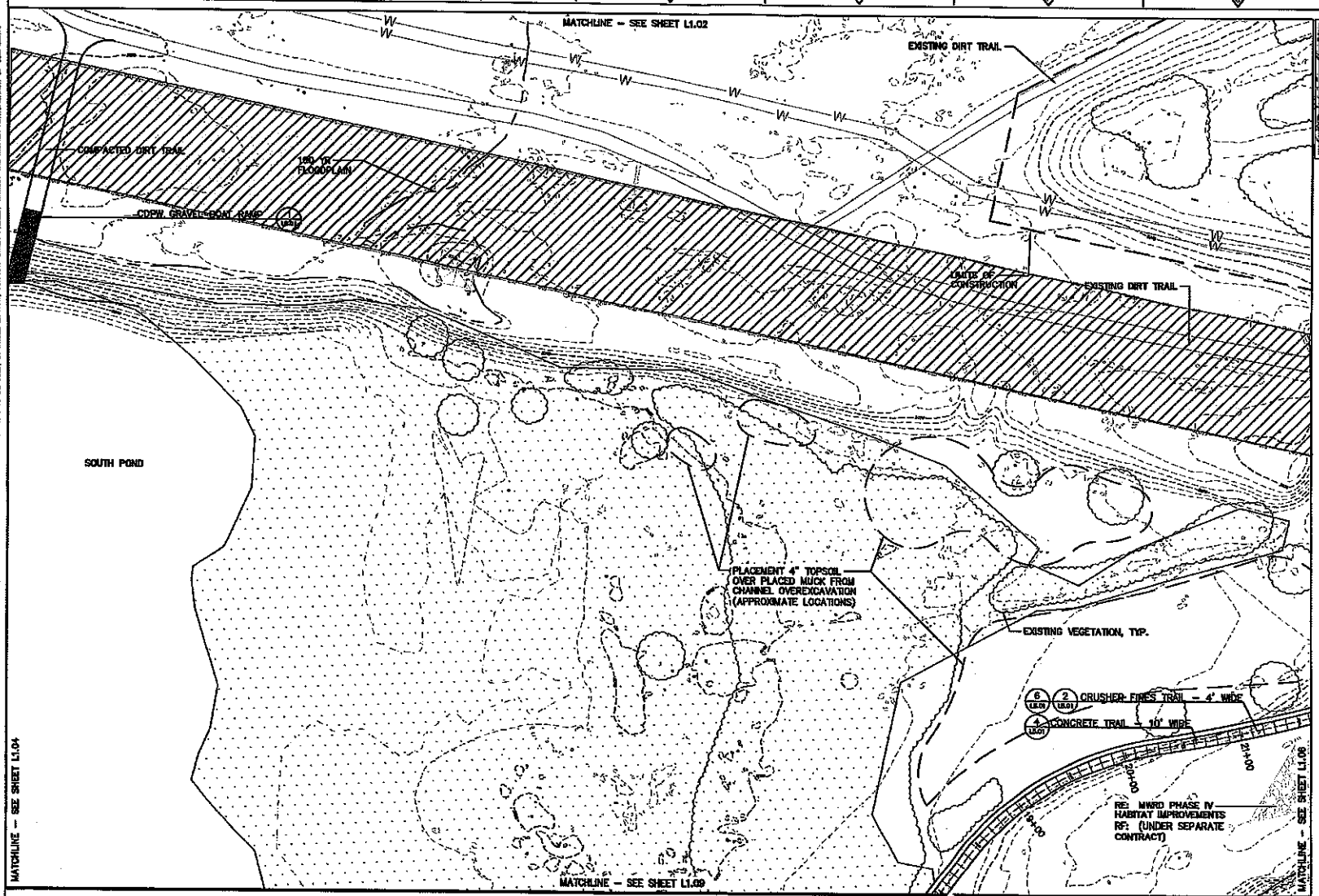

LEGEND

- CRUSHER FINES
- CONCRETE TRAIL
- EXISTING CONCRETE TRAIL
- EXISTING WETLANDS
- EXISTING FENCE
- EXISTING VEGETATION
- BOULDER
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED

0 20 40 80

SCALE 1"=40'-0"

REV. NO.	DATE	DRAWN	CHKD	REMARKS

DESIGNED BY: E.GREESON
DRAWN BY: E. GREESON
SHEET CHK'D BY: M. WILCOX
CROSS CHK'D BY: M. WILCOX
APPROVED BY: M. WILCOX
DATE: 05-31-2018

CDM Smith
555 17th Street, Suite 500
Denver, CO 80202
Tel: (303) 293-2300

OHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

MATERIALS AND LAYOUT PLAN

5.31.18

PROJECT NO. 33335-113787
FILE NAME:
SHEET NO. L1.05

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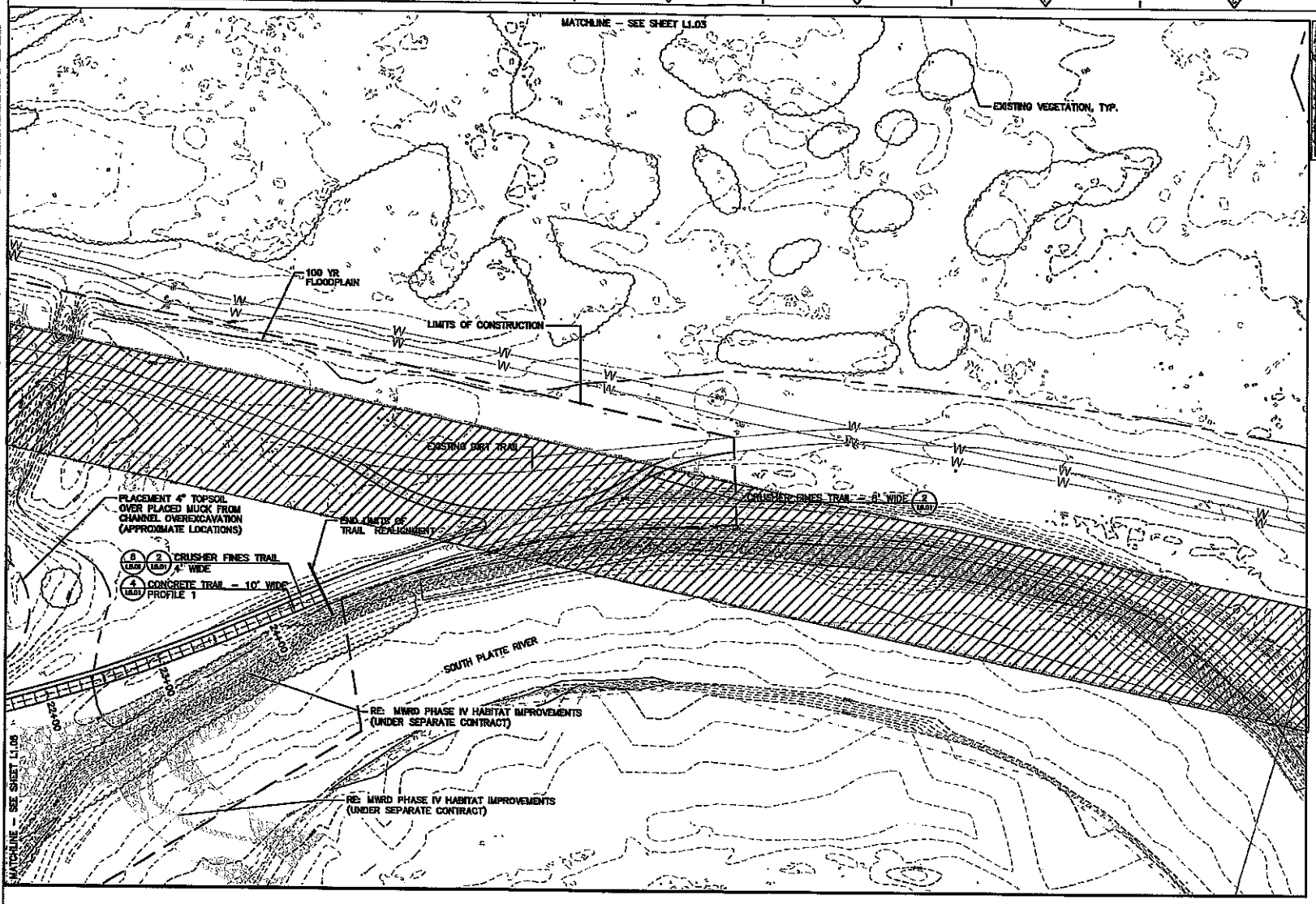

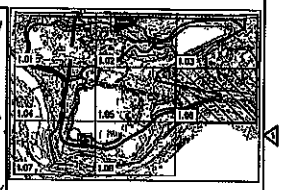

LEGEND

- CRUSHER FINES
- CONCRETE TRAIL
- EXISTING CONCRETE TRAIL
- EXISTING WETLANDS
- EXISTING FENCE
- EXISTING VEGETATION
- BOULDER
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED

0 20 40 80

SCALE 1"=40'-0"

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	1/31/18			COST REDUCTION

DESIGNED BY: E.GOODSON
DRAWN BY: E. GOODSON
SHEET CHK'D BY: H. WILCOX
CROSS CHK'D BY: H. WILCOX
APPROVED BY: H. WILCOX
DATE: 05-31-2016

CDM Smith
1530 17th Street, Suite 200
Denver, CO 80202
Tel: (303) 592-2000

DHM DESIGN

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

MATERIALS AND LAYOUT PLAN

PROJECT NO. 33335-113757
FILE NAME:
SHEET NO.
L1.06

6.3.18

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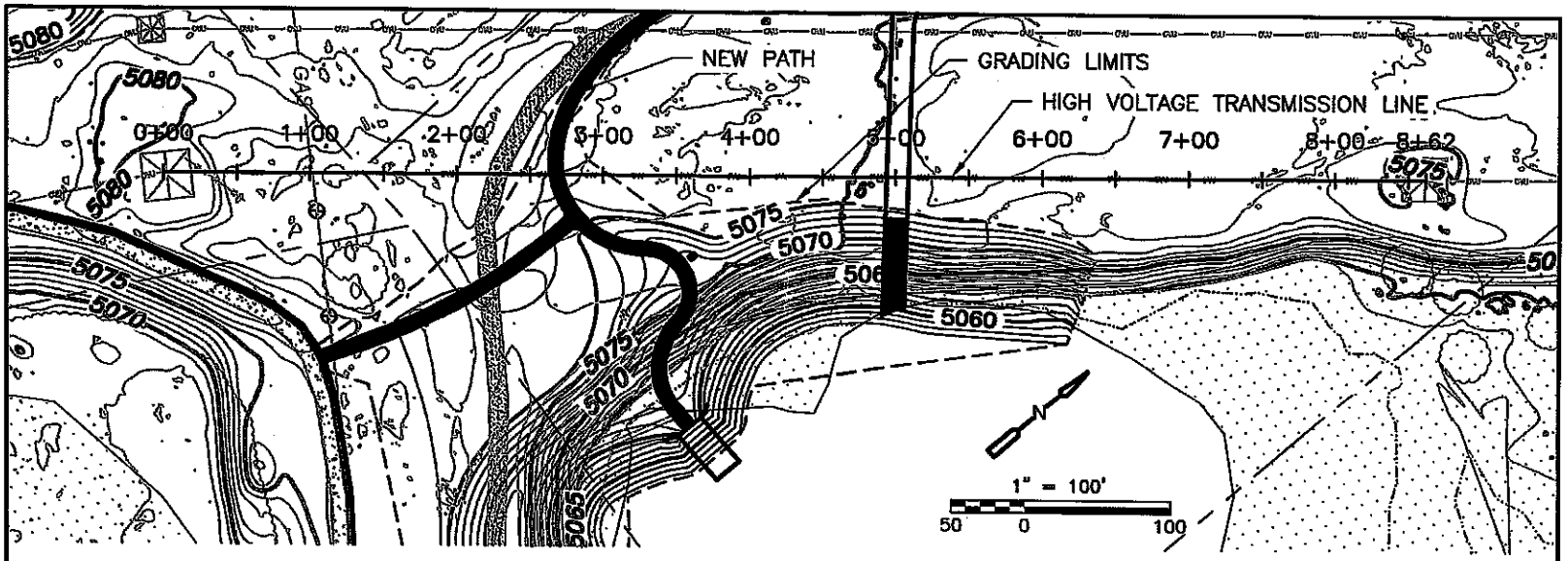

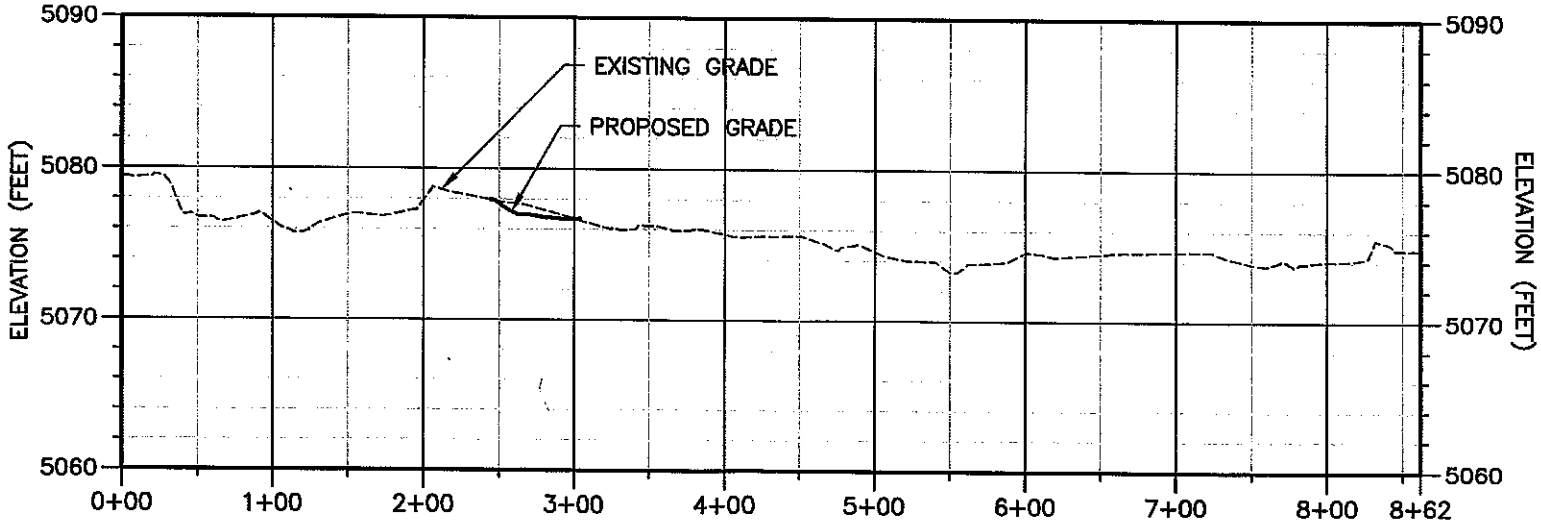

PROFILE ALONG HIGH VOLTAGE TRANSMISSION LINE

EXHIBIT "B"

XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO

HIGH VOLTAGE ELECTRIC TRANSMISSION LINE

CLEARANCE REQUIREMENTS

FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303-273-4662 or 303-273-4665 a minimum of 5 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required or the patrolman is on site for more than four hours.

Under **NO** circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement. For encroachment review and approval, please call (303) 571-7478.

PLAN AHEAD AND
FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE

Xcel Energy℠
PUBLIC SERVICE COMPANY

Date: October 8, 2018

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO
Attn: Marc Pedrucci
9755 Henderson Road
Brighton, CO 80601

2017-261
88th Avenue Open Space project

Dear Marc:

I enclose two separate original, fully executed License Agreements one of fee owned and one easement ROW property which is allowing certain installations and improvements for an open space park and trails, urban water detention area and involves grading which encroach in, on, under or along PSCo's fee Easement property which sets out provisions of the encroachment.

Please follow the clearance requirements and arrange for a Patrolman prior to the construction of the project.

Thank you,

Lynette Muncy
Contract Siting and Land Rights Agent III
1800 Larimer St., Suite 400
Denver, CO 80202
303-571-7286
Lynette.muncy@xcelenergy.com

Xcel Energy℠
PUBLIC SERVICE COMPANY

Date: October 8, 2018

Re: Investigation 2017-261
License # 108088 & 108089
BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Dear Becky:

I enclose two separate original, fully executed License Agreements, one of fee owned and one easement ROW property to be filed in the records dept. Please file.

Thank you,
Lynette Muncy
Contract Siting and Land Rights Agent III
1800 Larimer St., Suite 400
Denver, CO 80202
303-571-7286
Lynette.Muncy@Xcelenergy.com